

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION**

Gone Coastal Carts, LLC

Plaintiff,

v.

Coastal Golf Cars LLC.

Defendant.

CIVIL ACTION NO. 4:23-cv-02444-JDA

CONSENT ORDER AND PERMANENT INJUNCTION

THIS MATTER COMES before this Court on the representations of Plaintiff Gone Coastal Carts, LLC, and Coastal Golf Cars, LLC, that the matters at issue between them in this Civil Action have been compromised, agreed, and settled pursuant to a settlement agreement with an effective date of February 6, 2024 (“Effective Date”); and

IT APPEARING that, pursuant to the agreement reached between the parties hereto, as further evidenced by the signatures of the parties’ counsel hereunder, Plaintiff is entitled to a permanent injunction against Defendant; and

IT FURTHER APPEARING that this Court has subject matter jurisdiction over this action and personal jurisdiction over the parties; and

IT FURTHER APPEARING that Plaintiff owns the marks GONE COASTAL and associated logos, along with the goodwill associated with these marks and all common law rights in and to these marks, including the mark that is the subject of U.S. Trademark Registration No. 6971965; and

IT FURTHER APPEARING that Plaintiff contends that without authorization, Defendant

has used Plaintiff's Mark in a manner constituting federal trademark infringement, false designation of origin, common law trademark infringement, common law unfair competition, violation of the South Carolina Unfair Trade Practices Act, and unjust enrichment; and

IT FURTHER APPEARING that the parties have agreed to settle and resolve their dispute on the express condition that Defendant agrees to entry of this Order a) enjoining Defendant from using "GONE COASTAL," "COASTAL GOLF CARS," or any mark which includes the words "GONE" or "COASTAL" or any other term that is confusingly similar (the "Marks"), in connection with its business, including certain specific enumerated acts below; and b) enjoining Defendant from contesting Plaintiff's ownership of its Marks.

IT FURTHER APPEARING that the parties have agreed that this Order shall be binding on Defendant, and any other entities owned or controlled by Defendant; and

IT FURTHER APPEARING that Plaintiff and Defendant have agreed and consented hereto, and that for good cause shown;

IT IS HEREBY ORDERED that, thirty (30) days after the Effective Date, Defendant and its principals, agents, servants, employees, attorneys, and other persons in active concert or participation with it, any other entities owned or controlled by Defendant, are hereby PERMANENTLY ENJOINED and RESTRAINED from:

- A. Using "GONE COASTAL," "COASTAL GOLF CARS," or any mark which includes the words "GONE" or "COASTAL" or any other term that is confusingly similar (the "Marks"), in connection with its business;
- B. Using the Marks in its social media going forward;
- C. Using the Marks in any hashtags;
- D. Using vehicles or trucks that bear the Marks;

- E. Continuing to own or possess any domain name using the Marks, including <https://coastalgolfcar.com/>, and registering any other domain names using the Marks,;
- F. Employing any Google AdWords using the Marks;
- G. Contesting Plaintiff's ownership or the validity of its Marks.

IT IS HEREBY FURTHER ORDERED that the foregoing obligations of Defendant are specifically binding any other entities owned or controlled by Defendant, and that this Consent Order and Permanent Injunction shall be binding upon and inure to the benefit of the parties hereto and their respective parent organization(s), subsidiaries, affiliates, predecessors, successors, assigns, licensees, manufacturers, and distributors, and their officers, directors, shareholders, servants, employees, attorneys, and agents, or any committee or other arrangement of creditors organized with respect to the affairs of any party; and

IT IS HEREBY FURTHER ORDERED that no appeals shall be taken from this Consent Order and Permanent Injunction, and Plaintiff and Defendant hereby waive all rights to appeal from this Consent Order and Permanent Injunction, and except as to obligations set forth in this Consent Order and Permanent Injunction, this Consent Order and Permanent Injunction constitutes a final judgment on the merits of Plaintiff's claims for purposes of res judicata, collateral estoppel, issue preclusion, and claim preclusion, and

IT IS HEREBY FURTHER ORDERED that this Court shall retain jurisdiction over this matter, even after dismissed, to enforce a violation of this Consent Order and Permanent Injunction's terms. If any such violation occurs, the Court will award (a) without regard to proof of actual damages, an amount the Court deems adequate to compensate Plaintiff for such breach; (b) injunctive relief enjoining any further breach of this Consent Order and Permanent Injunction, or such modifications to the present Consent Order and Permanent Injunction as the Court deems

appropriate; (c) attorneys' fees, costs, and disbursements; and (d) such other relief as the Court deems just and proper.

SO ORDERED this 26th day of February, 2024.

s/ Jacqueline D. Austin
United States District Judge